



Exhibit C – Scope of Work

Hopping Green & Sams, P.A.

Subtask 8.2 – Alternative Funding & Policy Development Services

CONSULTANT will pursue direct Legislative funding as a sponsored Hillsborough Delegation member project, a 2017 FDEP reclaimed water funding initiative, and by leveraging funds made available pursuant to the State's Florida Water and Land Conservation Initiative (Amendment 1). Each of these funding options should be viable, because SHARE is a regional aquifer restoration project that will serve as a model approach for beneficially using reclaimed water in other areas of the State. Legislative and Executive support and prioritization will be necessary to achieve funding goals. CONSULTANT will have meetings with FDEP and State representatives in Tallahassee to provide project supporting information to show the value of this project to the region and state. As part of this effort, CONSULTANT will monitor legislative and rulemaking developments and as directed by the COUNTY, engage with the Florida Legislature and State regulatory agencies to ensure that the SHARE project is helped and not harmed by new policy initiatives.

CONSULTANT team member Hopping Green & Sams (HGS) will facilitate communication between the project team, FDEP, and state representatives through a series of meetings regarding funding for environmental restoration. An indeterminate number of meetings with COUNTY representatives, executive branch members, and legislative members would be required to fulfill this task.

CONSULTANT would provide subtask 8.2 services on a fixed fee, annual retainer through the project duration on a basis of \$50,000, paid in monthly installments of \$4,166.67. The subtask 8.2 services shall be initiated in January 2017 for a period of no more than three years, unless extended by mutual agreement of CONSULTANT and COUNTY or terminated. Either party may terminate this subtask upon providing prior written notice to the other party. All fees due and payable in accordance with this subtask shall accrue and become payable through the date of termination.

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that HGS represents the COUNTY on matters before executive branch agencies, or before applicable legislative entities, the COUNTY agrees to sign client consent forms required by Florida lobbying law and agrees to registration of HGS attorneys as lobbyists and the reporting of fees associated with such representation. Also, Florida House of Representatives lobbying rules require that any agreement for lobbying services with a local government be disclosed to the House prior to engaging in such services. The COUNTY agrees to the submission of this contact.

Task 8.2 Deliverables

- Meeting documents and minutes
- Funding applications

- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.



GHD Services Inc.
4019 E Fowler Avenue, Tampa, Florida, 33617

T 813 971 3882



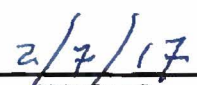

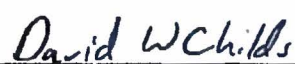
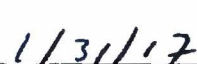
(QSF-024)

Send invoice by email

To: Gina.Egliskis@ghd.com

CC: Alice.Varkey@ghd.com

(Show Purchase order no. and Project no.)

Purchase order no.:		34015132		Project Manager:		Michael Condran	
Project no:		11113089		Phase:		Task:	
						<input checked="" type="checkbox"/> Insurance certificate attached	
<input type="checkbox"/> Change order ("CO") (check if applicable)		Original PO issue date:				CO issue date:	
Governing Terms and Conditions:		<input type="checkbox"/> Master Agreement no.:				<input checked="" type="checkbox"/> Exhibit A Terms and Conditions attached	
		<input checked="" type="checkbox"/> Exhibit B Provisions of Prime Agreement attached				<input checked="" type="checkbox"/> Exhibit C Scope of Work attached	
<p>Vendor to provide and deliver all items or services set out or otherwise described below subject to the Governing Terms and Conditions checked above. This PO expressly limits acceptance to such terms and conditions. Any additional or different terms proposed by Vendor are rejected unless expressly agreed to in writing by GHD Services Inc. ("GHD"). GHD's receipt of a signed copy is required prior to GHD's approval of any invoice for payment. Signature of this PO may be sent by portable document file (pdf) which shall be treated as an original signature, and any such signature, pdf file, or copy of this signed PO shall be valid as an original and shall be binding as if it were the original. Show Project no. on all correspondence, invoices, insurance certificates, and delivery papers. This PO or CO shall come into force and effect on the date of last authorized signature.</p>							
							
(authorized GHD signature)		(printed name of issuer)		(date signed)			
							
(authorized Vendor signature)		(printed name of Vendor)		(date signed)			
Issued to (Vendor): Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, FL 32301				Site Location: South Hillsborough Aquifer Recharge Expansion			
Attention: David Childs				Attention:			
Tel: 850-222-7500				Tel:			
Email: DavidC@hgsllaw.com				Email:			
Governing Law: Florida				Name of Client: Hillsborough County - BOCC			
Currency: US Dollars				Additional Insureds: Hillsborough County			
				GHD Services Inc.			
Date of Service: February 1, 2017 - January 31, 2020							
Line no.	Description of Services/Item no.	Quantity	Unit	Unit Price	Amount		
1	State Funding Assistance	1		\$150,000.00	\$150,000.00		
This is not a valid PO without a PO# and GHD and Vendor signatures					Total: (Page 1)	\$150,000.00	
cc: Project Manager; GHD Regional Purchasing Coordinator					Tax:		
Filing: Vendor project file; GHD Equipment Manager (if applicable)					Other:		
					Total:	\$150,000.00	

Terms and Conditions – Investigation/Laboratory/Professional GHD Exhibit A

1. **Definitions:** "PO" shall mean: (i) the Purchase Order to which this Exhibit A is attached; (ii) the terms and conditions within this Exhibit A; (iii) any attached Exhibit B (if applicable); and (iv) any other Exhibits listed on or attached to the Purchase Order, all to be considered collectively as part of one and the same document; "Client" shall mean the individual or entity named on the Purchase Order with whom GHD has entered into an agreement for the provision of services in relation to the Project (the "Prime Agreement"); "GHD" shall mean the GHD entity issuing the PO named on the Purchase Order; "Laws" shall mean any and all applicable statutes, laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction; "Project" shall mean the total undertaking to be accomplished for Client, of which the Services are a part; "Site" shall mean the lands, structures, facilities, or other areas made available to Vendor for the performance of the Services, storage, or access; "Services" shall mean the work to be performed for GHD by Vendor under this PO.
2. **Prime Agreement and Order of Preference:** All terms and conditions within this PO shall be subject to any applicable or conflicting provisions contained within the Prime Agreement. Where such provisions exist, GHD has endeavored to capture and reflect applicable or conflicting terms within an Exhibit B included within the PO. Such provisions could include different or more stringent requirements than contained in this Exhibit A in relation to, without limitation, Insurance, Indemnification, Warranty, Health and Safety, Audit and Record Retention, Confidentiality, Intellectual Property, Termination, Dispute Resolution, and Governing Law and Choice of Venue. Vendor agrees that the provisions within the Prime Agreement may ultimately take precedence over the terms and conditions of this PO regardless of whether or not an Exhibit B is included. Therefore, should any conflict appear between this PO and the Prime Agreement, or among the various terms and conditions within this PO, those provisions most protective of the Client, and then GHD, shall apply, and priority shall be given in the following order (generally speaking): (i) the Prime Agreement; (ii) Exhibit B; (iii) any other Exhibits listed or attached within this PO (not including this Exhibit A); (iv) the Purchase Order; and (v) this Exhibit A.
3. **Insurance:** Subject to Article 2, Vendor and its subcontractors and consultants shall purchase and maintain throughout the performance of the Services, and for an additional 2 years from the completion of the Services, at least the following insurance and limits of liability: (i) Workers' Compensation - Statutory; (ii) Employers' Liability - \$1,000,000 each category (US projects only); (iii) Automobile Liability (except Laboratory), covering all automobiles owned, rented, hired, or used by Vendor and automobiles not owned by but used on behalf of Vendor - \$1,000,000 each accident; (iv) Commercial General Liability, equivalent to or broader than ISO form CG 00 01 12 04 - \$1,000,000 per occurrence / \$2,000,000 aggregate; (v) Pollution Liability (Investigation Only) - \$1,000,000 per claim / \$2,000,000 aggregate; and (vi) Professional Liability (except Investigation), including environmental coverage - \$1,000,000 per claim / \$2,000,000 aggregate.

Policies under (iii) (US projects only), and (iv) and (v) above shall cover GHD, Client, and each other person or entity listed on the Purchase Order as additional insureds, shall include a cross liability clause, and shall be primary and noncontributory. All policies above shall provide a waiver of subrogation in favor of GHD and Client where allowed by law.

Before any work is started at the Site, Vendor shall deliver certificates of insurance to GHD, as certificate holder, evidencing required insurance in force and that the insurance company issuing each policy will not cancel each such policy except after 30 days written notice by mail to GHD of its intention to do so. Insurance coverage required under this PO shall be additional security for the liability Vendor has assumed hereunder and shall not be deemed to limit any such liability nor shall such requirements be considered the amount or types of insurance Vendor should carry to adequately protect itself from the risks of its occupation or which it is required by law to provide.

4. **Indemnification:** Subject to Article 2, Vendor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless GHD, its affiliates, subsidiaries, and parent company, the Client, each other person or entity listed on the Purchase Order, and their respective directors, officers, partners, shareholders, officials, employees, agents, representatives, subcontractors (not including Vendor or its subcontractors), successors, and assigns, from and against any and all claims, costs, losses, and damages (including reasonable attorneys' fees

and cost of defense) arising out of or resulting from any breach of contract, breach of Laws, or any negligent acts, errors, or omissions in the performance of the Services under this PO by Vendor, its subcontractors, or anyone for whose acts Vendor may be liable. This includes those claims for which GHD may be liable, or may be claimed to be liable, and any disbursements paid or incurred to enforce the provisions of this Article, unless such claims result from the sole negligence or willful misconduct of GHD.

(Investigation Only) The indemnification obligations under this Article shall also include assuming entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons (including, but not limited to, sickness, disease, or death), whether employees or otherwise, and to all property (including, without limiting the generality of the foregoing, loss of use, contamination of, or any adverse effects on the environment or any natural resources), whether (i) arising out of, resulting from, or in any manner connected with the execution by Vendor of the work provided for in this PO; or (ii) occurring or resulting from the use by Vendor, any of its subcontractors, or anyone for whose acts Vendor may be liable, of materials, equipment, instrumentalities, or other property, regardless of whether owned by GHD, Client, Vendor, or third parties.

5. **Warranty:** Subject to Article 2, Vendor warrants to GHD that all Services shall: (i) be in accordance with this PO; (ii) not be defective; and (iii) be performed in the manner consistent with the level of skill and diligence ordinarily exercised by members of Vendor's profession practicing under similar conditions at the same time and in the same locality. Vendor shall correct, replace and/or re-perform Services not meeting this standard, at its expense and without additional compensation, promptly after notice from GHD within 1 year after completion of the Services. All warranties shall survive any inspection, acceptance, and payment. Such obligation to correct does not relieve Vendor from liability for damages for defective Services or materials discovered any time prior to the expiration of the applicable statute of limitations. Vendor shall warrant and guarantee any Services or portion of Services completed by a subcontractor, or any party for whose actions Vendor may be liable.
6. **Relationship of Parties:** Vendor shall be an independent contractor, not act or present itself as an agent or employee of GHD, and shall have complete and sole responsibility for and control over its employees, agents, representatives, and subcontractors, and the means and methods of providing the Services.

Vendor, by the performance of the Services hereunder, shall not assume, abridge, or abrogate any of GHD's duties or responsibilities with regard to Client's Project, shall not modify any requirement of the Project, shall not approve or accept any portion of the Project, unless specifically authorized in writing by GHD, and shall not reject or stop any work under the Project, except for such authorized periods as may be required to conduct the Services.

7. **Assignment and Subcontracting:** Vendor shall not assign or sublet this PO, or any part thereof, and shall not assign any money due or to become due hereunder without first obtaining the written consent of GHD. Vendor shall cause each approved subcontractor to be bound by the terms of this PO relevant to the portion of work to be performed by such subcontractor and to assume toward Vendor such obligations and responsibilities that will ensure that no arrangement or agreement with any subcontractor is inconsistent with this PO or adversely affects GHD's exercise of its rights hereunder. Vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors. Nothing contained herein shall create any contractual relationship between GHD and any subcontractor of Vendor.
8. **GHD Assignment:** Vendor hereby agrees that this PO may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties, and obligations in, to, and under this PO. Vendor hereby agrees that such assignment may be effected without any further notice or action on the part of GHD. Upon request, Vendor agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.
9. **Laws:** In the performance of the Services, Vendor shall comply with Laws and shall pay all costs connected with such compliance. Vendor shall obtain and pay for all permits, certificates, and licenses necessary for the performance of the Services.